

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	
	:	
v.	:	Crim. No. 94-
	:	
LARRIE WEST STALKS and	:	18 U.S.C. §§ 371,
FREDERICK STALKS	:	666(a)(1)(A) & (B),
	:	1951 and 2
	:	
	:	<u>I N D I C T M E N T</u>

The Grand Jury in and for the District of New Jersey,  
sitting at Newark, charges:

COUNT 1

Background

The Hill Manor Apartments

1. At all times relevant to the allegations contained in this Indictment the Hill Manor Apartments, located at 611 Martin Luther King Boulevard in Newark, New Jersey ("Hill Manor"), was a housing project that received funds from the United States Department of Housing and Urban Development, ("HUD"), to provide housing to low income and poor residents of the City of Newark.

2. During the entire time period relevant to this Indictment, the Newark Community Housing Corporation, ("NCHC"), was a non-profit community based organization that was a general



partner in ownership of Hill Manor, which had responsibility for management of the property and disbursement of federal funds allocated by HUD for use at Hill Manor.

3. Defendant LARRIE WEST STALKS was the Register of Deeds and Mortgages for Essex County, New Jersey, and was the chairperson of the NCHC board of directors during the entire time period relevant to this Indictment. In her capacity as chairperson of NCHC, defendant LARRIE WEST STALKS was an agent of an organization that received benefits in excess of \$10,000 under a federal program during each of the years relevant to this Indictment.

4. To provide necessary services to Hill Manor residents such as armed security guard protection, custodial services and garbage removal, Hill Manor entered contracts with private companies which were reviewed and approved by the Hill Manor board of directors.

5. As chairperson of the NCHC board, defendant LARRIE WEST STALKS had authority and influence in the management of Hill Manor including the hiring and supervision of the realty agency that performed day-to-day management, review of contracts that Hill Manor entered into with private companies in order to provide services to Hill Manor residents, and approval of disbursement of money.

6. At all times relevant to this Indictment, defendant LARRIE WEST STALKS, was married to defendant FREDERICK STALKS with whom she shared a residence, income and living expenses.



Anthony Zecchino Companies

7. During the time period relevant to this Indictment, unindicted co-conspirator Anthony Zecchino owned or was affiliated with several companies through which he obtained contracts to provide services at Hill Manor.

8. Included among the Zecchino affiliated companies were four security guard companies: Masters Investigative and Detective Agency, Creative Security Guard Services, V.I.P. Security, and Dougherty Detective Agency. Also included was a janitorial company known as J & J Building Services.

9. As part of their business, these security guard companies entered contracts to provide protective services to residential and commercial properties by providing trained security guards who were licensed to carry firearms.

10. New Jersey state law, at N.J.S.A. 45:19-8 et seq., regulates individuals and agencies engaged in private armed security guard work, and requires that individuals who either perform those services themselves, or who manage an agency that performs those services, be licensed by and registered with the New Jersey State Police.

11. Although co-conspirator Anthony Zecchino was affiliated with the security guard companies named in paragraph 8 and although he obtained contracts for each to perform security guard services at Hill Manor, managed those companies, submitted invoices for their services and received direct payment from Hill Manor pursuant to these contracts, at no time during the period



relevant to this Indictment did he himself have a license to work as a private detective, or to manage a private detective agency in the State of New Jersey. Also, at no time during the period relevant to this Indictment was he registered to perform these services with the New Jersey State Police.

12. In or about December 1986, co-conspirator Zecchino became affiliated with Masters Investigative and Detective Agency and in or about that same time Masters Investigative and Detective Agency obtained a contract to provide security guard services at Hill Manor.

13. Although co-conspirator Zecchino did not hold a private detective license, during the entire time period that Masters Investigative and Detective Agency had a contract at Hill Manor, Zecchino assumed responsibility for the management of the security guards assigned to that property, submitted invoices to Hill Manor, and received direct payment from Hill Manor.

14. In or about November 1987, the contract between Hill Manor and Masters Investigative and Detective Agency was terminated for deficient service.

15. Following Masters Investigative and Detective Agency's contract, co-conspirator Anthony Zecchino became affiliated with Creative Security Guard Services and, in or about December 1987, Creative Security Guard Services obtained a contract to provide security guard services at Hill Manor.

16. Although co-conspirator Zecchino did not hold a private detective license, during the entire time that Creative



Security Guard Service had a contract at Hill Manor, Zecchino assumed responsibility for the management of the security guards assigned to that property, submitted invoices to Hill Manor, and received direct payment from Hill Manor.

17. On or about March 1, 1990, the person who held a New Jersey private detective license who was affiliated with Creative Security left the company. At or about that same time he notified the New Jersey State Police and the management agent for Hill Manor that he was no longer associated with the company.

18. As the result of his departure, there were no New Jersey licensed private detectives affiliated with Creative Security Guard Services, and for that reason the company was no longer authorized to provide security services. Consequently, it could not retain the contract with Hill Manor.

19. Following the departure of the licensed private detective from Creative Security, co-conspirator Zecchino became affiliated with V.I.P. Special Services and its owner, who held a New Jersey private detective license.

20. Immediately after co-conspirator Zecchino became affiliated with V.I.P. Special Services, V.I.P. Special Services replaced Creative Security Guard Services as the security guard service for Hill Manor.

21. Although co-conspirator Zecchino still did not hold a private detective license, during the entire time that V.I.P. Special Services had a contract at Hill Manor, Zecchino assumed responsibility for the management of the security guards assigned



to that property, submitted invoices to Hill Manor, and received direct payment from Hill Manor.

22. In or about July 1991, the contract between Hill Manor and V.I.P. Special Services was terminated for deficient service.

23. Following the contract with V.I.P. Special Services, in or about August 1991, Hill Manor entered into a contract with Executive Security Guard Services, a company with which co-conspirator Zecchino was not affiliated.

24. In or about January 1992, co-conspirator Zecchino became affiliated with Dougherty Detective Agency and its owner, who held a New Jersey private detective license.

25. Although Executive Security was providing efficient guard services at Hill Manor and was well regarded by the Hill Manor residents, on or about January 30, 1992, Hill Manor notified Executive Security that its contract to provide security services at Hill Manor was being terminated, and that it was being replaced by Dougherty Detective Agency.

26. Although co-conspirator Zecchino still did not hold a private detective license, during the entire time that the Dougherty Detective Agency had a contract at Hill Manor, Zecchino assumed responsibility for the management of the security guards assigned to that property, submitted invoices to Hill Manor, and received direct payment from Hill Manor.



27. Approximately two months after Dougherty Detective Agency assumed responsibility for security guard protection at Hill Manor, its contract was terminated for deficient services.

28. Although co-conspirator Zecchino was not named on the contract between Hill Manor and Dougherty Detective agency, or anywhere identified by its owner as an officer of that company, on or about March 11, 1993, defendant LARRIE WEST STALKS caused the management agent for Hill Manor to issue a check, in the amount of \$23,600, to the attorney for co-conspirator Anthony Zecchino, on behalf of co-conspirator Zecchino purportedly for services rendered by Dougherty Detective Agency.

29. During the time period relevant to this Indictment, Hill Manor paid in excess of \$1,500,000.00 for the security contracts it had with Masters Investigative and Detective Agency, Creative Security Guard Services, V.I.P. Special Services and Dougherty Detective Agency.

The Conspiracy To Solicit and Accept Kickbacks

30. Between in or about December 1986 and in or about March 1993, in Newark, in the District of New Jersey, and elsewhere, defendants

LARRIE WEST STALKS  
AND  
FREDERICK STALKS

knowingly and willfully did conspire, combine, confederate, and agree with each other, with co-conspirator Anthony Zecchino and others, corruptly to solicit and to accept money for the



defendants themselves from co-conspirator Zecchino with intent that defendant LARRIE WEST STALKS be influenced and rewarded in connection with the award and placement of contracts -- each of which had a value in excess of \$5,000.00 -- to Zecchino-affiliated companies to provide services at Hill Manor.

31. It was part of the conspiracy the defendant LARRIE WEST STALKS would exercise her authority and influence to secure and maintain contracts for companies with which co-conspirator Anthony Zecchino was affiliated to provide services at Hill Manor.

32. It was further part of the conspiracy, that in exchange for the exercise of her authority and influence, defendant LARRIE WEST STALKS would receive money from co-conspirator Zecchino.

33. It was further part of the conspiracy that defendant FREDERICK STALKS was placed on the payrolls of Masters Investigative and Detective Agency and Creative Security Guard Services although he did not actually work for either company.

34. It was further part of the conspiracy that co-conspirator Anthony Zecchino gave defendant FREDERICK STALKS approximately \$19,000.00. That money was given in installments purportedly as salary from the Masters Investigative and Detective Agency and Creative Security Guard Service, but in fact was paid with the intent to influence, benefit and reward defendant LARRIE WEST STALKS in connection with the award and



placement of contracts for Zecchino affiliated companies to provide services at Hill Manor.

All of which were done contrary to the provisions of Title 18, United States Code, Section 666(a)(1)(B) & 2.



OVERT ACTS

In furtherance of the conspiracy and to effect its objects, the following overt acts were committed:

1. In or about November 1986, defendant LARRIE WEST STALKS approved a contract between Hill Manor and Masters Investigative and Detective Agency for that company to perform security guard services at the Hill Manor Apartments.
2. In or about November 1986, co-conspirator Zecchino placed or caused defendant FREDERICK STALKS to be placed on the payroll of Masters Investigative and Detective Agency.
- 3-14. On or about each of the dates listed below, defendant FREDERICK STALKS accepted checks from co-conspirator Anthony Zecchino:

**MASTER'S INVESTIGATIVE AND DETECTIVE AGENCY  
CHECKS TO FREDERICK STALKS**

<u>OVERT ACT</u>	<u>DATE</u>	<u>CHECK NO.</u>	<u>AMOUNT</u>
3	12/18/86	7341	
4	1/15/87	7429	\$ 444.89
5	1/29/87	7473	437.04
6	2/12/87	7517	437.04
7	2/26/87	7562	437.04
8	3/12/87	7610	437.04
9	4/23/87	7761	437.04
10	5/18/87	7864	437.04
11	5/21/87	7961	437.04
12	6/04/87	7914	437.04
13	7/02/87	8003	437.04
14	8/13/87	8123	437.04



15. In or about January 1988, defendant LARRIE WEST STALKS approved a contract between Hill Manor and Creative Security Guard Services for that company to perform security guard services at the Hill Manor Apartments.

16. In or about May 1988, co-conspirator Zecchino placed or caused defendant FREDERICK STALKS to be placed on the payroll of Creative Security Guard Services.

17-44. On or about each of the dates listed below, defendant FREDERICK STALKS accepted checks from co-conspirator Anthony Zecchino:

**CREATIVE SECURITY GUARD SERVICES CHECKS  
TO FREDERICK STALKS**

<u>OVERT ACT</u>	<u>DATE</u>	<u>CHECK NO.</u>	<u>AMOUNT</u>
17	5/12/88	503	\$ 511.77
18	5/26/88	545	511.77
19	6/09/88	590	511.77
20	6/23/88	641	270.73
21	7/07/88	686	270.73
22	7/21/88	719	511.77
23	8/04/88	789	511.77
24	8/18/88	839	511.77
25	9/01/88	885	511.77
26	9/15/88	934	511.77
27	9/29/88	984	511.77
28	9/29/88	1015	58.85
29	10/13/88	1035	511.77
30	10/27/88	1086	511.77
31	11/10/88	1136	511.77
32	11/23/88	1188	511.77
33	12/07/88	1241	511.77
34	12/21/88	1292	511.77
35	1/05/89	109	512.92
36	1/19/89	163	512.92
37	2/02/89	213	512.92
38	2/16/89	267	512.92
39	3/02/89	320	512.92
40	3/16/89	366	512.92
41	3/30/89	416	512.92



42	4/13/89	459	512.92
43	4/27/89	500	512.92
44	5/11/89	531	512.92
45	5/25/89	558	512.93

46. In or about April 1991, co-conspirator Anthony Zecchino signed a contract, on behalf of V.I.P. Special Services, for that company to perform security guard services at the Hill Manor Apartments.

47. In or about December 1991, defendant LARRIE WEST STALKS told a prospective new general partner to the Hill Manor ownership, that -- as a condition to her consenting to his proposal for a partnership agreement -- a security company with which co-conspirator Zecchino was affiliated had to be hired to replace the non-Zecchino affiliated company then employed at Hill Manor.

48. On or about January 30, 1992, defendant LARRIE WEST STALKS caused the management agent for Hill Manor to send a letter to Executive Security Guard Services, a security guard company with which co-conspirator Zecchino was not affiliated, advising that its employment at Hill Manor was terminated effective March 30, 1992.



49. On or about April 19, 1992, defendant LARRIE WEST STALKS caused the management agent for Hill Manor to sign a contract with the owner of Dougherty Detective Agency, a company with which co-conspirator Anthony Zecchino was affiliated, for that company to perform security guard services at Hill Manor.

All in violation of Title 18, United States Code, Section 371.



COUNT 2

1. Paragraphs numbered 1 through 29, and 31 through 34 of Count One are realleged and incorporated by reference in this Count as if set forth fully herein.

2. Between in or about January 1990 and in or about December 1990, in Newark, in the District of New Jersey, and elsewhere, defendant

LARRIE WEST STALKS

and others knowingly, willfully and corruptly solicited, accepted and agreed to accept for herself money from co-conspirator Anthony Zecchino with intent to be influenced and rewarded in connection with the award and placement of service contracts at Hill Manor.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.



COUNT 3

1. Paragraphs numbered 1 through 29, and 31 through 34 of Count One are realleged and incorporated by reference in this Count as if set forth fully herein.

2. At all times relevant to this Count, Dougherty Detective Agency, in the course of its work providing security services under private contracts, was engaged in, and its activities affected interstate commerce.

3. At all times relevant to this Count, during the course of management of Hill Manor, and to enable it to provide housing to low income and poor persons in the City of Newark, the management company on behalf of Hill Manor was engaged in, and its activities affected interstate commerce.

4. In or about April 1992, in Newark, in the District of New Jersey, and elsewhere, defendant

LARRIE WEST STALKS

and others knowingly and willfully obstructed, delayed and affected commerce, and attempted to do so, by means of extortion by obtaining cash from the Dougherty Detective Agency, with its owner's consent induced by the wrongful use of fear of economic harm, in connection with the award and placement of a contract to Dougherty Detective Agency to provide security services at Hill Manor.

In violation of Title 18, United States Code, Sections 1951 and 2.



COUNT 4

1. Paragraphs 1 through 29, and 31 through 34 of Count One are realleged and incorporated by reference in this Count as if set forth fully herein.

2. On or about March 11, 1993 in Newark, in the District of New Jersey, and elsewhere, defendant

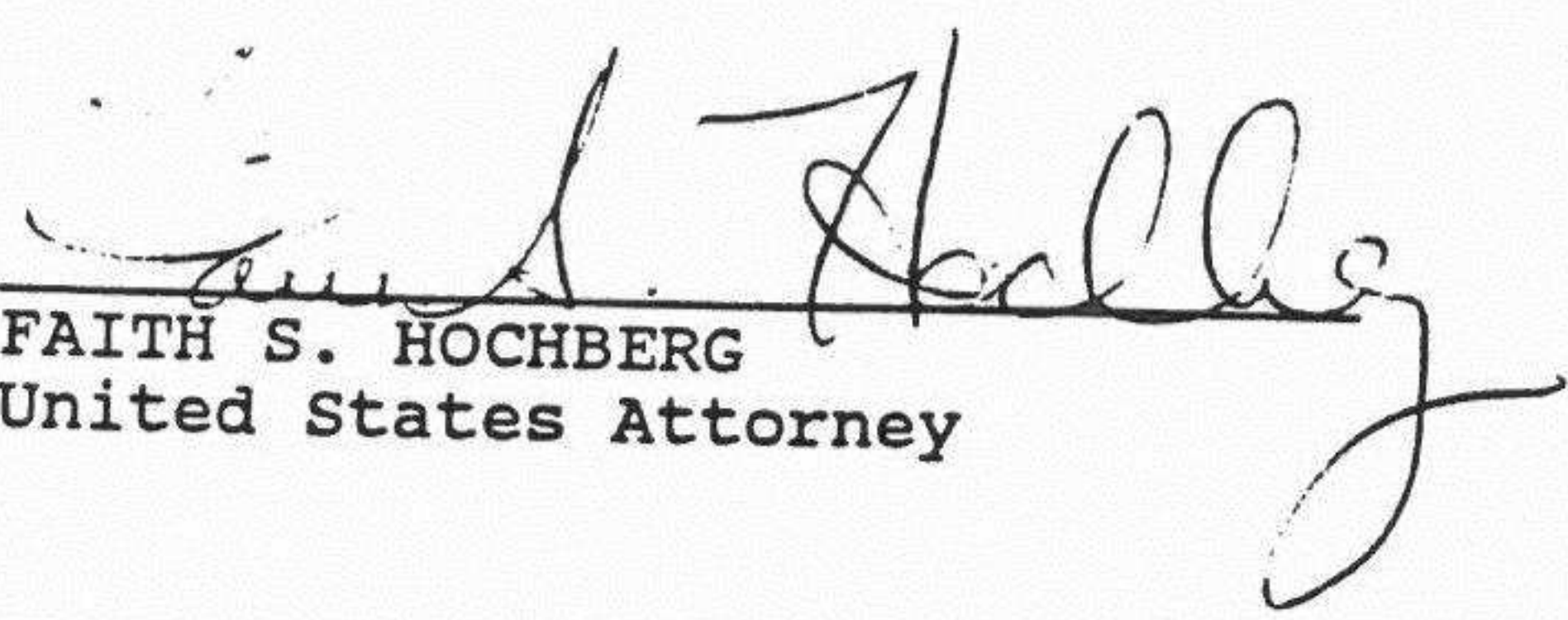
LARRIE WEST STALKS

and others knowingly, willfully and corruptly stole, converted to the use of Anthony Zecchino -- who was not the rightful owner -- and intentionally misapplied property, namely <sup>\$22,600</sup>~~\$23,000~~, that was owned by and was under the care, custody and control of the Hill Manor Apartments.

In violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

A TRUE BILL

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FOREPERSON

  
\_\_\_\_\_  
FAITH S. HOCHBERG  
United States Attorney